CURRENT DECISIONS

ADMINISTRATIVE LAW—NOTARY PUBLIC—DUTY TO ASCERTAIN IDENTITY.—The plaintiff made a loan upon the security of a trust deed given by a third party. The defendant, a notary public, took the acknowledgment of the third party, certifying that such party was known to him to be the person whose signature appeared on the deed. As a matter of fact, the signature was a forgery and the person appearing was an impersonator. The defendant made the certificate on the strength of a prior introduction and a short speaking acquaintance, which were parts of the fraudulent scheme of the borrower. The plaintiff sued to recover the money lost on his void security. *Held,* that he should recover, since it was negligence for a notary to make a certificate based on mere casual acquaintance. *Anderson v. Aronsohn* (1919, Calif.) 184 Pac. 12.

A notary must have personal knowledge of the party whose acknowledgment he is certifying, or be satisfied beyond a reasonable doubt of his identity. 29 *Cyc.* 1102. The weight of authority is in accord with the principal case in holding that an introduction by a third party does not put the identity beyond a reasonable doubt. *Hatton v. Holmes* (1893) 97 Calif. 208, 31 Pac. 1131; *State National Bank v. Mee* (1913) 39 Okla. 775, 136 Pac. 758. On the other hand, it has been held that such an introduction is sufficient if there are no other circumstances to warn the notary. *Howcott v. Talen* (1913) 133 La. 845, 63 So. 376. The protection of the public justifies the majority rule, although its operation under circumstances such as those of the principal case seems harsh.

ADMINISTRATIVE LAW—POLICE POWER—HEALTH DETENTION OF DISEASED PERSON.—The health commissioner of Omaha had isolated the petitioner during treatment in order to prevent the spread of venereal virus, with which she had been found to be infected. She sued for a writ of *habeas corpus. Held,* that the writ be denied. *Brown v. Manning* (1919, Neb.) 172 N. W. 522.

The instant case is distinguished from the prior Iowa case of *Wragg v. Griffin* (1919, Iowa) 170 N. W. 400, (1919) 28 YALE LAW JOURNAL, 703, on the ground that the latter case involved the detention of one *suspected* of disease for examination, whereas in the principal case the petitioner *had already been found* to be infected.

AGENCY—SALE TO UNDISCLOSED AGENT NOT A SALE TO HIS PRINCIPAL.—The defendant authorized the plaintiff, a realty broker, to sell her land. Both the plaintiff and the defendant failed to negotiate the sale to R and finally the defendant sold the land to E who immediately conveyed it to R. The plaintiff had no knowledge of the negotiations between E and the defendant; and neither the plaintiff nor the defendant knew of the secret arrangement between E and R. But the defendant learned that E was an undisclosed agent for R after she had contracted to sell to E and before the time for conveyance. The plaintiff sued for a commission, claiming that he was the procuring cause of the sale to R. *Held,* that he could not recover. *Ritch v. Robertson* (1919) 93 Conn. 459, 106 Atl. 509.

Recovery was denied because the plaintiff was not the "procuring cause" of the sale; the principles of undisclosed agency were not applicable; even if, in law, the sale was to R, the plaintiff, in order to recover, must adopt the secret method employed by R which was antagonistic to the defendant. The unique

theory advanced by the plaintiff illustrates the anomalous character of the common-law principles of "undisclosed principal." See Ames, *Undisclosed Principal—His Rights and Liabilities* (1909) 18 YALE LAW JOURNAL, 443; see a situation closely similar to that in the instant case discussed (1919) 28 *ibid.*, 575.

CARRIERS—PASSENGER—TRANSFERRING TO ANOTHER CAR.—The plaintiff was a passenger on one of the defendant's cars and was obliged to transfer. She alighted safely at the transfer point and had started to the place where she was to await the other car, when the car from which she had just alighted jumped the track and injured her. *Held* (2 judges dissenting), that the relation of carrier and passenger continued at the time when she was struck. *Feldman v. Chicago Rys. Co.* (1919, Ill.) 124 N. E. 334.

Out of the relation of carrier and passenger arises the duty to furnish a safe place to alight. *Woods v. North Carolina P. S. Co.* (1917) 174 N. C. 697, 94 S. E. 469 (1918) 27 YALE LAW JOURNAL, 559. But having alighted from the street car safely at his destination, the special duties which the carrier owes a passenger cease. *Powers v. Connecticut Co.* (1909) 82 Conn. 665, 74 Atl. 931; *Street R. R. v. Boddy* (1900) 105 Tenn. 666, 58 S. W. 646. But if the journey has not been completed and the passenger is still under the guidance of the carrier, the duties arising out of the relation still continue. In the principal case, the dissenting judges opposed the extension of these duties to situations where the passenger was not under the care of the carrier nor at a place under its control. It may well be doubted whether the majority of the court intended to impose upon the carrier under these circumstances all the duties arising out of the relationship of carrier and passenger which includes the duty to protect the passenger from strangers. *Cf. Clark v. Norfolk & Western Ry.* (1919, W. Va.) 100 S. E. 480, *supra*, RECENT CASE NOTES, *sub tit.*, CARRIERS.

CONFLICT OF LAWS—APPLICATION OF FOREIGN STATUTES—RULES OF CONFLICT—RULES OF CONSTRUCTION.—An action was brought in the federal court on a contract made in Michigan for the lease of realty situated in New York. Both Michigan and New York have statutes of frauds applicable to contracts of this kind. A memorandum of the contract in suit complied with the requirements of the New York statute but not with those of the Michigan statute. *Held*, that under the New York decisions, which the court was bound to follow in the construction of a local statute, the statute of New York was applicable to the contract in suit and that the defence based upon the Michigan statute must be overruled. *Hotel Woodward Co. v. Ford Motor Co.* (1919, C. C. A. 2d) 258 Fed. 322.

See COMMENTS, *supra*, p. 329.

CONSTITUTIONAL LAW—ADMIRALTY JURISDICTION AND STATE WORKMEN'S COMPENSATION ACTS—ACT OF CONGRESS OF OCT. 6, 1917, NOT RETROACTIVE.—The Supreme Court of Louisiana had held that a stevedore engaged in assisting in the unloading of a vessel was not within the jurisdiction of admiralty; also that the Act of Congress of Oct. 6, 1917 (40 Stat. L. 385) amending the act dealing with the grant of admiralty jurisdiction to federal courts so as to save to "claimants the rights and remedies under the workmen's compensation law of any state" was retroactive and applied to this injury although it had occurred before the passage of the law. *Held*, that this was error, since admiralty has jurisdiction and the amendment is not retroactive. *Peters v. Veasey* (Dec. 8, 1919) U. S. Sup. Ct. Oct. Term, 1919. Justices Brandeis and Clarke, *dissenting*.

This decision accords with the opinion in this case previously expressed in